

Alla Kachan, Esq.
Law Offices of Alla Kachan, P.C.
2799 Coney Island Avenue, Suit 202
Brooklyn, NY 11235
Tel.: (718) 513-3145

UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK

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In re:

Case No.: 20-10330-mg

KANWALDEEP SINGH KALSI,

Chapter 7

Debtor.

-----X

NAMRITA PUREWALL

Plaintiff,

Adv. Proc. No 21-01159-mg

vs.

ESTATE OF KANWALDEEP SINGH KALSI,
THE TRUSTEE OF THE ESTATE OF KANWALDEEP SINGH KALSI
KANWALDEEP SINGH KALSI

Defendants.

-----X

**ANSWER OF KANWALDEEP SINGH KALSI
TO COMPLAINT OF NAMRITA PUREWALL
AGAINST THE DEFENDANTS FOR DECLARATION
OF CONSTRUCTIVE TRUST**

Defendant, Kanwaldeep Singh Kalsi, by the undersigned counsel, Alla Kachan, Esq. of Law Offices of Alla Kachan P.C. answers the complaint of Namrita Purewall against the Defendants for Declaration of Constructive Trust as follows:

1. Defendant is without sufficient knowledge and therefore denies allegation contained in paragraph "1".

2. Admits allegations contained in Paragraph “2” insofar as Mr. Kalsi is currently residents of New York State.

3. Denies allegations contained in Paragraph “3”.

4. Denies allegations contained in Paragraph “4”.

5. Denies allegations contained in Paragraph “5”.

6. Denies allegations contained in Paragraph “6”.

7. Denies allegations contained in Paragraph “7”.

8. Denies allegations contained in Paragraph “8”.

9. Denies allegations contained in Paragraph “9”.

10. Denies allegations contained in Paragraph “10”.

11. Denies allegations contained in Paragraph “11”.

12. Denies allegations contained in Paragraph “12”.

13. Denies allegations contained in Paragraph “12”. Exhibit A is not attached to the Complaint.

14. Denies allegations contained in Paragraph “14”. Exhibit B is not attached to the Complaint.

15. Denies allegations contained in Paragraph “15”.

16. Denies allegations contained in Paragraph “16”.

17. Denies allegations contained in Paragraph “17”.

18. Denies allegations contained in Paragraph “18”.

19. Denies allegations contained in Paragraph “19”. Exhibit C is not attached to the Complaint.

20. Denies allegations contained in Paragraph “20”.

21. Denies allegations contained in Paragraph "21".
22. Denies allegations contained in Paragraph "22".
23. Denies allegations contained in Paragraph "23".
24. Denies allegations contained in Paragraph "24".
25. Denies allegations contained in Paragraph "25".
26. Denies allegations contained in Paragraph "26".
27. Denies allegations contained in Paragraph "27".
28. Denies allegations contained in Paragraph "28".
29. Denies allegations contained in Paragraph "29".
30. Denies allegations contained in Paragraph "30".
31. Denies allegations contained in Paragraph "31".
32. Denies allegations contained in Paragraph "32".
33. Denies allegations contained in Paragraph "33".
34. Denies allegations contained in Paragraph "34".

PLAINTIFF'S CLAIMS AGAINST DEBTOR

35. Debtor repeats and realleges Paragraph "1" through "34" of the Complaint.

AFFIRMATIVE DEFENSE

36. Kanwaldeep Singh Kalsi respectfully disagrees with the position of Namrita Purewall and hereby fully and formally opposes her assertions stated in the Complaint for foregoing facts and reasons:

37. In the Complaint, Namrita Purewall asserted that Mr Kalsi has no legal rights to the properties known as and located at 67 Liberty Street, 5th Floor, New York, NY 10005

("Liberty property") and 82 Inlet Road, Southampton, NY 11968 ("Southampton property") as, according to her allegation, she used solely her own money to purchase these two properties.

38. Kanwaldeep Kalsi has at all times since the purchase dates, been the sole owner of both of the two properties. The Liberty property was purchased on/around August 2013. The down payment for the said property in the amount of \$285,170.77, was withdrawn from Chase Bank account dated 8-20-2013, belonging solely to Mr. Kwandaldeep Kalsi. Please see Exhibit A. Upon information and belief, the Mortgage payments, the Homeowner Association Fees, the Electricity charges to Con Edison, Geico Chubb for Insurance, taxes and other associated carrying charges, were also paid by Mr. Kalsi, from his individual account, on a monthly basis. All related statements are available for production, upon request.

39. Likewise, with regard the Southampton property, the said property was purchased in/around November 2014 and the down payment in the amount of \$180,340.27 was withdrawn from Mr. Kalsi's Chase Bank account on 11-26-2014. Please see Exhibit B. Upon information and belief, the Mortgage payments, the Electricity charges to PSEG Long Island, Paraco for Gas charges, Ocean Harbor for Insurance, taxes and other associated carrying charges were also paid by Mr. Kalsi only, on a monthly basis. All related statements are similarly available for production, upon request.

40. It must be noted, upon information and belief, that not a single payment(s) was ever made by Namrita Purewall.

41. Further, Namrita Purewall has historically made numerous misstatements regarding Mr. Kalsi's legal status in the United States as well as others.

42. Currently, Kanwaldeep Kalsi is a Naturalized United States citizen and has been residing in USA since 1998. Mr. Kalsi is a graduate of the Indian Institute of Technology (IIT),

a highly regarded institution worldwide. Graduates of this institution are often considered America's most valuable imports from India. Thousands of well-educated Indians have emigrated to the United States in recent decades - many to work in the computer and financial industries. Consequently, for a graduate of IIT to illegally reside in the United States and/or attempt to fraudulently acquire legal residency by use of marriage, would be highly unlikely.

43. Furthermore, Mr. Kalsi initially entered the United States in 1998 on a H-1 Work Visa and his application for a Green Card was filed in 2007, well before the parties' marriage in 2012. Mr. Kalsi has been employed by leading Global Fortune 100 companies such as IBM and Verizon, that require background investigations to ensure employment eligibility of their employees. Thus, it would be nearly impossible for someone in the United States illegally, to be hired by any of those companies.

44. In addition, one of Namrita Purewall's attorneys, Thomas K Campagna, Esq., in the Family Court proceeding, had acknowledged the same as evidenced in the attached Letter from the attorney:

"As an experienced litigator yourself, I am sure you will recognize Mr Kalsi was operating legally it would have been extremely relevant and brought to light in the extensive custody trial."

Please see Exhibit C.

45. Further, Namrita Purewall in her Complaint stated that she has been left penniless by Mr. Kalsi, who does not even pay support obligation.

46. This statement is false and inaccurate. Currently, Mr. Kalsi regularly pays his Child support obligations in accordance with the interim Court order dated June 3, 2020, despite the fact that the Debtor shares joint physical custody of two minor children with his ex-wife, Ms.

Purewal. The joint children live with the Debtor roughly 50% of the week, and therefore are under his full financial support during those times. Furthermore, according to the Debtor's recent paychecks, the Debtor's child support obligations are subject to automatic garnishment (the child support payments), in the amount of \$3,600.00, deducted biweekly. Thus, the total monthly child support garnishment is \$7,200.00.

47. Similarly, Ms. Purewall has been consistently collecting rental income from the Southampton property.

48. Thus, the child support payments together with her personal substantial income are sufficient.

49. Further, with regard to allegations of fraudulent bankruptcy statements and properties overseas not disclosed in the Debtor's Bankruptcy petition, it must be noted that Mrs. Namrita Purewall has presented no evidentiary proof, and, as with all other allegations contained in her complaint, not a single listed exhibit, was attached thereto. Further, The Chapter 7 Trustee has made a diligent inquiry into the Bankruptcy Estate assets, and found no evidence of concealment, fraudulent statements in the petition or any undisclosed properties of Mr. Kalsi held overseas.

50. As per the provisions of, Mr. Kalsi, as a Chapter 7 Debtor, no longer holds any ownership interest in the properties in question, both properties are now part of the Bankruptcy estate, and are subject to distribution by the appointed Chapter 7 Bankruptcy trustee.

51. As to the voracity of statements made by Ms. Namrita Purewall, it is important to note, that the allegations set forth herein, as to her funding of the purchased properties and carrying payments, are in direct contradiction to the statements made in her own bankruptcy petition, filed on January 27, 2017, case number 17-10164-cgm. In the course of said

bankruptcy case, upon information and belief, it was discovered that Ms. Purewall failed to disclose the sale of her Bronx property, misrepresented her income, and consequently the bankruptcy case was dismissed on October 23, 2018.

52. It seems, that the instant Complaint clearly was not written by Ms. Purewall, most likely with the attorney's assistance.

53. Based on the foregoing, Plaintiff's complaint should be dismissed in its' entirety.

WHEREFORE, the Defendant, Kanwaldeep Singh Kalsi, by and through its attorney, Alla Kachan, Esq., of Law Offices of Alla Kachan, P.C. respectfully requests that the Court to dismiss the Complaint in its entirety; and for such other and further relief that the Court deems just and proper.

Dated: July 7, 2021
Brooklyn, NY

/s/Alla Kachan
Alla Kachan, Esq.
Law Offices of Alla Kachan, P.C.
2799 Coney Island Avenue,
Suite 202
Brooklyn, NY, 11235

EXHIBIT A



CHASE PRIVATE CLIENT

Chase Private Client Savings

August 1, 2013 through August 30, 2013
Primary Account

KANWALDEEP S KALSI

Savings Account Summary

	Amount
Beginning Balance	\$716,826.86
Deposits and Additions	108.70
Other Withdrawals, Fees & Charges	- 285,170.77 ✓
Ending Balance	\$431,764.79
Annual Percentage Yield Earned This Period	0.22%
Interest Paid This Period	\$108.70
Interest Paid Year-to-Date	\$536.30

The monthly service fee for this account was waived as an added feature of Chase Private Client Checking account.

Transaction Detail

Date	Description	Amount	Balance
08/20	Withdrawal	- 285,170.77	431,656.09
08/30	Interest Payment	108.70	431,764.79
	Ending Balance		\$431,764.79

You earned a higher interest rate on your Chase Private Client Savings account during this statement period because you had a qualifying Chase Private Client Checking account.



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EXHIBIT B



CHASE PRIVATE CLIENT

Chase Private Client Savings

KANWALDEEP S KALSI

November 1, 2014 through November 28, 2014
Primary Ac

Savings Account Summary

	Amount
Beginning Balance	\$745,080.65
Deposits and Additions	34,058.51
Other Withdrawals, Fees & Charges	- 180,340.27
Ending Balance.	\$598,798.89
Annual Percentage Yield Earned This Period	0.10%
Interest Paid This Period	\$56.59
Interest Paid Year-to-Date	\$766.47

The monthly service fee for this account was waived as an added feature of Chase Private Client Checking account.

Transaction Detail

Date	Description	Amount	Balance
11/17	Deposit	34,001.92	779,082.57
11/26	Withdrawal	- 180,340.27	598,742.30
11/28	Interest Payment	56.59	598,798.89
	Ending Balance		\$598,798.89

You earned a higher interest rate on your Chase Private Client Savings account during this statement period because you had a qualifying Chase Private Client Checking account.

EXHIBIT C

03/17/000/ 10:40:24 a.m. 00-27-2019 2/2

CAMPAGNA JOHNSON, P.C.

ATTORNEYS AT LAW

THOMAS K. CAMPAGNA
BRYAN R. JOHNSON

NICHOLAS E. ARAZOZA
MATTHEW K. MADY

Of Counsel - Admitted in California only
JONATHAN D. LEVIN

PLEASE REPLY TO:

☒ SUFFOLK COUNTY OFFICE
888 Veterans Memorial Highway, Suite 200
Hauppauge, New York 11788
631-737-8200 Fax 631-737-8687

☐ LOS ANGELES OFFICE ♦
9701 Wilshire Boulevard
10th Floor
Beverly Hills, California 90210

♦Not for service of legal papers

June 27, 2019

Via Facsimile: (516) 234-7039

Zachary I. Riyaz, Esq.
123 Maple Avenue
Riverhead, NY 11901

Re: Kalsi v. Purewal
Index No.: 5035-17

Dear Mr. Riyaz:

Thank you for your correspondence of June 13, 2019. Mr. Kalsi's resume, as presented in your letter, will certainly prove helpful in Ms. Purewal's request for child support and maintenance. His earning capacity is quite impressive.

However, be advised that at no point did I, nor any member of this firm, represent that Mr. Kalsi has been working illegally in this country.

As an experienced litigator yourself, I am sure you recognize if Mr. Kalsi was operating illegally it would have been extremely relevant and brought to light in the extensive custody trial.

In any event, thank you for the information provided.

Very truly yours,

CAMPAGNA JOHNSON, P.C.

By: 

Thomas K. Campagna, Esq.

TKC/kz

EXHIBIT D

HCL America, Inc.
330 Potrero Ave.
Sunnyvale, CA 94085-4113

03/31/2021

0111

ADVICE OF DEPOSIT - NON-NEGOTIABLE

\$2,458.44

KANWALDEEP KALSI
30 E 81ST ST
APT 6E
NEW YORK CITY, NY 10028
UBM BW1A-1

NON-NEGOTIABLE

REMOVE DOCUMENT ALONG THIS PERFORATION

Employee	Emp ID	Social Security	Status	Fed-Res-Work Exempt/Allow	Number		
KANWALDEEP KALSI		XXX-XX-XXXX	US-S NY-S	US-1/0 NY-1/0	0111		
Code	Paygroup	Division	Department	Hire Date	Period Start	Period End	Pay Date
HCL	1			10/18/12	03/18/21	03/31/21	03/31/21
Taxable Earnings	Rate	Hrs/Units	Current	Year To Date	Direct Deposit Accounts	Amount	
Base Salary		-	10,389.63	62,337.78	Checking	2,458.44	
Group Term Life > \$50,000		-	14.95	89.70			
Assured Bonus Part of KPP		-	1,395.84	8,375.04			
Milestone Reward		-		9,109.00			
Total Gross			11,800.42	79,911.52			
Taxes					Memo Entries	Current	Year To Date
Federal Income Tax			2,456.19	16,988.60	Hours Accumulator	86.67	520.02
Social Security (FICA)			713.72	4,847.11	401(k) Plan - Employer Match	471.42	2,250.04
Federal Medicare			166.02	1,133.60			
New York Income Tax			747.47	5,437.84			
New York Family Leave Ins			137.89	386.34			
New York Disability			1.30	7.80			
New York City Resident			439.86	3,057.02			
Total			4,562.15	31,857.31			
Pre-Tax Deductions							
401k Pretax Contributions			589.27	2,812.63			
FSA Health Care			41.67	250.02			
FSA Dependent Care			83.33	499.98			
Dental Pre-Tax			14.15	84.90			
Medical Pre-Tax			134.50	807.00			
Vision Pre-Tax			15.06	90.36			
Total			877.98	4,544.79			
After-Tax Deductions							
401k Loan			249.28	1,495.66			
Group Term Life > \$50,000			14.95	89.70			
Garnishment			9,619.14	21,650.74			
401k Roth				589.27			
Power Of 1			1.00	6.00			
Group Accident Post Tax			6.33	37.98			
Group Hospital Post Tax			11.17	67.02			
Total			3,901.85	23,936.27			
W2 Gross			10,922.44	75,366.73			
Net Pay				2,458.44			

HCL America, Inc. - 330 Potrero Ave. Sunnyvale, CA 94085-4113 - (408) 733-0480

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HCL America, Inc.
330 Potrero Ave.
Sunnyvale, CA 94085-4113

04/15/2021

86085

ADVICE OF DEPOSIT - NON-NEGOTIABLE

\$2,477.28

KANWALDEEP KALSI
30 E 81ST ST
APT 8E
NEW YORK CITY, NY 10028
USM BWLA-1

NON-NEGOTIABLE

REMOVE DOCUMENT ALONG THIS PERFORATION

Employee	Emp ID	Social Security	Status	Fed-Res-Work Exempt/Allow	Number
KANWALDEEP KALSI		XXX-XX-XXXX	US-S NY-S	US-1/0 NY-1/0	8085

Code	Paygroup	Division	Department	Hire Date	Period Start	Period End	Pay Date
HCL	1			10/18/12	04/01/21	04/15/21	04/15/21

Taxable Earnings	Rate	Hrs/Units	Current	Year To Date
Base Salary			10,389.63	72,727.41
Group Term Life > \$50,000			14.95	104.65
Assured Bonus Part of KPP			1,395.84	9,770.88
Milestone Reward				9,109.00
Total Gross			11,800.42	91,711.94

Direct Deposit Accounts	Amount
Checking	2,477.28

Memo Entries	Current	Year To Date
Hours Accumulator	86.67	606.69
401(k) Plan - Employer Match	471.42	2,721.46

Taxes

Federal Income Tax	2,455.19	19,443.79
Social Security (FICA)	713.73	5,580.84
Federal Medicare	166.92	1,300.52
New York Income Tax	747.47	6,185.04
New York Family Leave Ins		966.34
New York Disability	1.30	9.10
New York City Resident	439.86	3,496.88
Total	4,524.47	36,381.78

Pre-Tax Deductions

401k Pretax Contributions	589.27	3,401.80
FSA Health Care	41.67	291.69
FSA Dependent Care	83.33	583.31
Dental Pre-Tax	14.15	99.06
Medical Pre-Tax	134.50	941.50
Vision Pre-Tax	16.06	105.42
Total	877.98	5,422.77

After-Tax Deductions

401k Loan	249.26	1,744.82
Group Term Life > \$50,000	14.95	104.65
Garnishment	3,837.88	25,288.72
401k Roth		589.27
Power Of t	1.00	7.00
Group Accident Post Tax	6.33	44.31
Group Hospital Post Tax	11.17	78.19
Total	3,920.69	27,856.96

W2 Gross	10,922.44	86,289.17
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Net Pay	2,477.28
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